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**UNITED STATES BANKRUPTCY COURT**  
**EASTERN DISTRICT OF PENNSYLVANIA**  
**PHILADELPHIA DIVISION**

**IN RE: David L Granacher : CASE NO.: 14-17412**  
**Linda C Granacher**

**Debtor(s) : CHAPTER 13**

**FOURTH AMENDED CHAPTER 13 PLAN**

**YOUR RIGHTS WILL BE AFFECTED**

If you oppose any provision of this plan you must file a timely written objection. This plan may be confirmed and become binding on you without further notice or hearing unless a written objection is filed before the deadline stated on the Notice issued in connection with the filing of the plan.

**1. PLAN FUNDING AND LENGTH OF PLAN**

A. Payments by the debtor of **\$300.62** per month for **60 months**. This monthly plan payment will begin no later than 30 days following the date of the filing of the bankruptcy petition or the date of conversion to Chapter 13.

B. The debtor is responsible for funding the plan.

**2. ADMINISTRATIVE EXPENSES:** The Trustee shall FIRST pay the expenses as prescribed by the Court, for administration of this plan. Attorney Fees: In addition to the retainer of **\$1,190.00** already paid by the debtor, the amount of **\$2,310.00** in the plan.

Name of Creditor	Type	Amount	Monthly Payment	Total Paid
<b>Timothy E. Wilfong, Esquire</b>	<b>Attorney's Fees</b>	<b>\$2,310.00</b>	<b>First Funds</b>	<b>\$2,310.00</b>

Trustee Commission: Trustee fees. Percentage fees payable to the trustee will be paid at the rate fixed by the United States Trustee, not to exceed 10%.

### 3. PRIORITY CLAIMS

A. Allowed unsecured claims entitled to priority under section 507 will be paid in full with the exception of certain assigned Domestic Support Obligations that may be paid less than 100% pursuant to section 1322(a)(4):

Name of Creditor	Total Payment
<b>Internal Revenue Service</b>	<b>\$2,570.57</b>

### 3. SECURED CLAIMS

A. Adequate Protection Payments under Section 1326: Adequate protection payments in the following amounts will be paid by the debtor to the trustee. The trustee will disburse pre-confirmation adequate protection payment for which a proof of claim has been filed as soon as practicable after receipt of said payments from the debtor. Adequate protection payments will terminate upon confirmation of the debtors' Chapter 13 Plan, and any further payments to a creditor previously receiving adequate payments will be governed according to the terms of the confirmed plan.

Name of Creditor	Account#	Payment	Month of 1 <sup>st</sup> Payment

B. Mortgages and Other Direct Payments by Debtor. Payments will be made outside the plan according to the original contract terms, with no modification of contract terms and with liens retained, **until the loan modification is approved. SEE SECTION 6. OTHER PLAN PROVISIONS.**

Name of Creditor	Description of Collateral	Contractual Monthly Payment	Principal Balance of Claim	Contract Rate Of Interest
<b>Rushmore Loan Management Services</b>	<b>56 Ridge Ave Phoenixville, PA 19460</b>	<b>\$1,908.00</b>	<b>\$234,762.13</b>	<b>As Agreed until loan modification agreement is approved</b>

C. Arrears: These amounts will be paid in the plan and liens retained until entry of discharge.

Name of Creditor	Description of Collateral	Pre-Petition Arrears to be Cured	Interest Rate	Total to be paid in Plan
<b>Springleaf Financial</b>	<b>2007 Yamaha 1300</b>	<b>\$248.24</b>	<b>0%</b>	<b>\$248.24</b>

Confirmation of this plan shall constitute a finding that the Debtor is curing the default on the home mortgage note within a reasonable time within the meaning of 11 U.S.C. Section 1322 (b) (5) and that the plan constitutes the Debtor's best efforts under all the circumstances, and was proposed in good faith, within the meaning of 11 U.S.C. Section 727 (a) (9).

D. Secured Claims Paid According to Modified Terms: These amounts will be paid in the plan according to modified terms, and liens retain until entry of discharge. The excess of the creditor's claims will be treated as an unsecured claim. A MOTION AND/OR AN ADVERSARY ACTION, AS APPROPRIATE SHALL BE FILED UNDER SECTION 506(a) TO DETERMINE THE EXTENT, VALIDITY, AND PRIORITY OF THE LIEN.

Name of Creditor	Description of Collateral	Modified Principal Balance of Claim	Interest Rate	Total to be paid in Plan
<b>Springleaf Financial</b>	<b>2007 Yamaha 1300</b>	<b>\$3,960.79</b>	<b>5.25%</b>	<b>\$4,208.89</b>

E. Other Secured Claims: To be paid in the plan in the amounts as follows:

Name of Creditor	Description of Collateral	Modified Principal Balance of Claim	Interest Rate	Total to be paid in Plan

F. Surrender of Collateral:

Name of Creditor	Description of Collateral to be Surrendered

G. Lien Avoidance. The debtor will move to avoid the liens of the following creditors pursuant to Section 522(f):

Name of Creditor	Description of Collateral

**4. UNSECURED CLAIMS**

A. Claims of Unsecured Non-priority Creditors Specially Classified. Includes unsecured claims that will be paid in full even though all other unsecured claims may not be paid in full.

Name of Creditor	Reason for Special Class	Amount of Claim	Interest Rate	Total Payment

**B. If any Specially Classified Creditor fails to file a Proof of Claim then the creditor shall be removed from the class and the proceeds shall be paid to the general unsecured creditors according to the terms of the plan.**

C. Claims of General Unsecured Creditors. The debtor estimates that a total of **\$6,821.79** be available for distribution to unsecured creditors. The debtor calculates that a minimum of **\$0** must be paid to unsecured creditors in order to comply with the liquidation test for confirmation and debtor calculates that a minimum of **\$0** must be paid to unsecured, non-priority creditors in order to comply with the means test.

No interest, penalty or additional charge shall be allowed on any account subsequent to the filing of the petition herein, except that interest shall be allowed on claims of fully secured creditors in accordance with 11 U.S.C. §506(b)

The automatic stay provisions of 11 U.S.C. Sec 362 remain in effect as to Debtor(s)

B. Funding

**Funding for Unsecured Creditors: Pro rata**

**5. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.** The following executor contracts and unexpired leases are assumed (and pre-petition arrears to be cured in the plan) or rejected (so indicate):

Name of Creditor	Description of Collateral	Monthly Payment	Interest Rate	Pre-Petition Arrears	Total Payment	Assume/Reject

**6. OTHER PLAN PROVISIONS:**

- A. ***Loan Modification:*** Debtors shall request a loan modification application for their residence located at 56 Ridge Avenue, Phoenixville, PA 19460 from Rushmore Loan Management Services as soon as practicable, once this Chapter 13 Plan is filed. While the loan modification application is under review, Debtors shall commence direct monthly payments in the amount agreed under the current mortgage terms, which shall serve as adequate protection payments. Once this Honorable Court approves the loan modification agreement, then Debtors shall amend this Chapter 13 Plan and Rushmore Loan Management Services shall amend its proof of claim in accordance with the terms of the loan modification agreement, if necessary. If the Parties fail to enter into a loan modification agreement by December 31, 2015, then Debtors shall either surrender their residence to the Mortgagee or voluntarily withdraw their Chapter 13 petition which would allow the Mortgagee to seek remedies under state law.
- B. ***Inheritance:*** Debtor(s) have the option to voluntarily withdraw from the Chapter 13 should he receive his pending inheritance without turning over any funds from the inheritance to the bankruptcy Trustee or for the benefit of the creditors. However, should the Debtor(s) choose to not voluntarily withdraw from the Chapter 13 Bankruptcy, then any non-exempt inheritance received shall be paid into plan, limited to the amount needed to satisfy the claims of creditors, according to the Chapter 13 Plan's order of distribution.

**7. ORDER OF DISTRIBUTION:**

Level 1: Debtor attorney's fees  
Level 2: Domestic Support Obligations  
Level 3: Priority claims, pro rata  
Level 4: Secured claims, pro rata  
Level 5: Specially classified unsecured claims  
Level 6: General unsecured claims, pro rata  
Level 7: Approved untimely filed unsecured claims

**8. REVESTING OF PROPERTY:**

Upon confirmation of this plan, title of the property of the estate shall vest in the Debtor(s)

**9. DISCHARGE:**

Upon completion of this plan, all debts listed in the Debtor's Chapter 13 Statement, except those excepted by 11 U.S.C. Section 1328(a)(1) or (a)(2) shall be discharged.

Dated: 07/20/2015

/s/ Timothy E Wilfong

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Timothy E Wilfong, Esq.  
Attorney for Debtor(s)